

**A RESOLUTION BY
COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO EXTEND THE TERM OF THE LEASE AGREEMENT WITH ANDREW J. WELLS, AN OFFICE OF PARKS EMPLOYEE FOR A THREE (3) YEAR PERIOD, SO AS TO ALLOW HIM TO CONTINUE TO LIVE IN THE CARETAKER'S HOUSE ON THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS' PROPERTY LOCATED AT 2238 PERKERSON ROAD, S.W., RENT FREE IN EXCHANGE FOR SECURITY AND CARETAKER SERVICES, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, OFFICE OF CULTURAL AFFAIRS; AND FOR OTHER PURPOSES.

WHEREAS, the Department of Parks, Recreation and Cultural Affairs, Office of Cultural Affairs desires to extend the term of a caretaker lease agreement entered into initially on April 13, 1999, with the City of Atlanta employee, Andrew J. Wells, for the purpose of continuing the implementation of a caretaker and security service lease agreement at the property located at 2238 Perkinson Road, S.W., and known as the Gilbert House property, owned by the City of Atlanta; and

WHEREAS, a selection process was set up in 1999, whereby all employees of the Department of Parks, Recreation and Cultural Affairs had an opportunity to apply to live in the Caretaker's house at the Gilbert House property; and

WHEREAS, Andrew J. Wells, a City of Atlanta employee who works within the Office of Parks was chosen from a list of eligible applicants, and has provided exceptional caretaker/security services in lieu of rent, principally eight (8) hours per week, since April 13, 1999, when his lease agreement was fully signed and executed; and

WHEREAS, the caretaker lease agreement was Adopted by the Atlanta City Council on February 15, 1999 and Approved by the Mayor on March 5, 1999; and

WHEREAS, Andrew J. Wells has provided exceptional caretaker/security services seven (7) days a week for a period of one (1) year, with the option to renew by letter of agreement in yearly increments not to exceed a total of three (3) years under the same terms and conditions by mutual consent of both parties; and

WHEREAS, Andrew J. Wells has also received a three (3) year extension on this Lease Agreement, dated January 26, 2005 because of his exceptional caretaker/security services that he provided at the Gilbert House during the construction and renovation of the Historic Gilbert House; and

WHEREAS, the Director of the Office of Cultural Affairs believes it is necessary to provide for the continuation of the caretaker/security services under the same terms and conditions as the existing lease agreement, for an additional three (3) year period with Andrew J. Wells, due to the fact that his three (3) year extended lease agreement under the same terms and conditions will be exhausted and will technically expire on January 26, 2008; and

WHEREAS, in accordance with the City of Atlanta, Code of Ordinances, Code Section 2-6, Lease of city owned houses to certain public officers and other employees, the last appraisal report/valuation analysis for said property, prepared on March 15, 2004 list the Fair Market Rental Rate as \$600.00 per month; and

WHEREAS, past experience has proven that a live-in caretaker is an effective deterrent to vandalism at other locations throughout the system.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor be and is hereby authorized to extend the term of the lease agreement with Andrew J. Wells, a City of Atlanta, Department of Parks, Recreation and Cultural Affairs, Office of Parks employee for a three (3) year period on behalf of the City of Atlanta, so as to allow him to continue to provide caretaker and security services at the City of Atlanta owned property located at 2238 Perkerson Road, S.W., known as the Gilbert House property in lieu of rent, seven (7) days per week, principally eight (8) hours per week.

BE IT FURTHER RESOLVED, that the term for this extended lease agreement shall be for a period of three (3) years with all other terms and conditions thereof to continue in full force and effect, except, as herein extended. The lease agreement shall automatically terminate should Mr. Wells cease to be a City employee.

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby directed to review the prepared extended lease agreement to be approved by the City Attorney as to form for execution by the Mayor.

BE IT FINALLY RESOLVED, that this extended lease agreement period of three (3) years shall not become binding on the City, and that the City shall incur no liability upon the same until such lease agreement has been fully executed by the Mayor and delivered to the Caretaker, Andrew J. Wells.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Community Development and Human Resources

Caption: A RESOLUTION AUTHORIZING THE MAYOR TO EXTEND THE TERM OF THE LEASE AGREEMENT WITH ANDREW J. WELLS, AN OFFICE OF PARKS EMPLOYEE FOR A THREE (3) YEAR PERIOD, SO AS TO ALLOW HIM TO CONTINUE TO LIVE IN THE CARETAKER'S HOUSE ON THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS' PROPERTY LOCATED AT 2238 PERKERSON ROAD, S.W., RENT FREE IN EXCHANGE FOR SECURITY AND CARETAKER SERVICES, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, OFFICE OF CULTURAL AFFAIRS; AND FOR OTHER PURPOSES.

Council Meeting Date: October 15, 2007

Requesting Dept.: Parks, Recreation, and Cultural Affairs

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation.

The purpose of this legislation is to provide an Extended Caretaker Lease Agreement again for Mr. Andrew J. Wells, a permanent Office of Parks employee for a period of three (3) additional years. Mr. Wells has served in the capacity of live in Caretaker at this location known as the historic Gilbert House at 2238 Perkinson Road, S.W., Atlanta for eight (8) years and he has performed exceptionally well during these past eight years. The Director of the Office of Cultural Affairs has recommended that Mr. Wells be given another lease agreement for an additional three (3) year period with all terms and conditions of the previous lease agreement remaining in full force and effect except as herein extended on behalf of the Department of Parks, Recreation and Cultural Affairs.

2. Please provide background information regarding this legislation.

The City of Atlanta has incurred heavy losses due to vandalism in areas where no caretaker lived and it is desirous of continuing an on-going working relationship with Mr. Andrew J. Wells, a long time City of Atlanta employee in good standing with the Department of Parks, Recreation and Cultural Affairs, Office of Parks. Mr. Wells has been the selected caretaker at the historic Gilbert House for eight (8) years and he has served admirably on behalf of the City of Atlanta. The Code of Ordinances for the City of Atlanta provides in Section 2-6, Lease of City owned Houses to Certain Public Officers and Other Employees that we can utilize Mr. Wells in this capacity on a rent free basis with him residing on the premises for another three (3) year period and we hereby request the Atlanta City Council approval for this action.

Mr. Wells duties while living on the premises are outlined within the attached extended lease agreement for your information.

3. If Applicable/Known:

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):**
- (b) **Source Selection:**
- (c) **Bids/Proposals Due:**
- (d) **Invitations Issued:**
- (e) **Number of Bids:**
- (f) **Proposals Received:**
- (g) **Bidders/Proponents:**
- (h) **Term of Extended Lease Agreement: Three (3) years**

4. Fund Account Center N/a-This is a Rent Free Lease Agreement as per the Code of Ordinances.

5. Source of Funds: N/a-This is a Rent Free Lease Agreement as per the Code of Ordinances.

6. Fiscal Impact: None

7. Method of Cost Recovery: N/a

This Legislative Request Form Was Prepared By: Debra F. Harris, M.A., Departmental Contracting Officer/Legislative Liaison, Department of Parks, Recreation and Cultural Affairs

STATE OF GEORGIA

COUNTY OF FULTON

EXTENDED GILBERT HOUSE CARETAKER LEASE AGREEMENT

This Extended Lease Agreement, made this ____ day of _____, 2007, by and between the City of Atlanta, a municipal corporation of the State of Georgia hereinafter referred to as the "City", and Mr. Andrew J. Wells, hereinafter referred to as "Caretaker".

WITNESSETH:

Whereas, the City has incurred heavy losses due to vandalism in areas where no caretaker lived and is desirous of hiring an on-site caretaker to deter same; and

Whereas, a caretaker's house exists at 2238 Perkerson Road, S.W., (known as the Gilbert House property); and

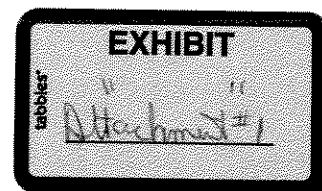
Whereas, by Resolution adopted by the Atlanta City Council, Atlanta, Georgia, on the 6th day of December, 2004, and approved by the Mayor on the 10th day of December, 2004, hereto marked as Exhibit "A" and made a part hereof by reference, the Mayor is authorized to enter into an appropriate Extended Lease Agreement with said Caretaker to continue to perform the appropriate caretaker/security services at the Gilbert House property; and

Whereas, in accordance with the Code of Ordinances of the City of Atlanta, Section 2-6, Lease of city owned houses to certain public officers and other employees the Department of Parks, Recreation and Cultural Affairs has properly selected an acceptable Caretaker; and

Whereas, Andrew J. Wells, a City of Atlanta employee who works within the Office of Parks has provided exceptional caretaker/security services at the Gilbert House property for the past eight (8) years; and

Whereas, the Director of the Office of Cultural Affairs believes it is necessary to provide for the continuation of the services under the same terms and conditions, except as herein extended, as the original lease agreement that was executed on April 13, 1999, by utilizing the same caretaker, Andrew J. Wells for an extended three (3) year period.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed between the parties hereto as follows:



1.

The Caretaker does hereby agree:

- a. To reside in the Caretaker's house located on the premises at 2238 Perkerson Road, S.W., Atlanta, Georgia;
- b. To provide security watch over the caretaker's premises at the Gilbert House property, seven (7) days a week and to notify police, fire and other emergency services units as necessary;
- c. To provide custodial and minor maintenance services for a maximum of eight (8) hours per week, without said services constituting overtime work;
- d. That all hours worked subject to item "c" above will be designated by the caretaker's immediate supervisor, Mr. Lorenzo Duffy, District Maintenance Supervisor;
- e. To make any necessary minor repairs to the City owned structure located on said premises;
- f. To perform routine yard and custodial maintenance on the premises and minor repairs to the house, fences and gates, where applicable;
- g. To pay for all utility services related to the caretaker's house, to provide janitorial services to keep the house and immediate grounds clean and sanitary during the week and on week-ends;
- h. To have an operating telephone on-site at all times.

2.

The City agrees to allow the Caretaker to live rent-free in the caretakers' residence located at 2238 Perkerson Road, S.W., Atlanta, Georgia during the term of this Extended Lease Agreement as consideration for the services to be performed hereunder and in accordance with the Fair Labor Standards Act.

3.

The Caretaker agrees to protect, hold harmless the City, its officers, agents and employees from any and all claims, demands, actions, causes of action, suits, damages, loss and expenses of whatever kind or nature to any person or to any property for anything that may occur in and about the caretaker house by the Caretaker on account of the services or on account of any negligence on the part of the Parks Caretaker.

4.

The term of this Extended Lease Agreement shall be for a period of three (3) years from the date of its execution. Provided further, that either party hereto may terminate this Extended Lease Agreement upon giving of at least thirty (30) days written notice to the other of such intent to terminate. The Extended Lease Agreement shall automatically terminate should Mr. Wells cease to be a City employee.

5.

The parties agree that the term of this Extended Lease Agreement as contained herein, shall constitute the whole and entire agreement between them. No changes which may be mutually agreed upon by and between the City and the Caretaker shall be effective and enforceable until and unless a written amendment to this Extended Lease Agreement has been executed by both parties.

6.

It is understood and agreed upon by the Caretaker and the City that this Extended Lease Agreement shall not become binding upon the City, and the City shall incur no liability upon same until the Extended Lease Agreement has been executed by the Mayor and delivered to the Caretaker.

7.

Both parties agree and understand that no subleasing of this facility is allowed or acceptable, under any circumstances. Failure by the Caretaker to adhere to this provision shall serve as an automatic violation of this Extended Lease Agreement and will give the City grounds for terminating the Extended Lease Agreement.

8.

It is further understood that no gambling of any kind will be conducted at this facility.

9.

It is understood by the Caretaker that this house is a City of Atlanta property, located in a highly visible location and as a result his private life can become very public, thus, the Caretaker agrees to behave accordingly. Absolutely no illegal, loud, disruptive, unruly or suspicious activity will be tolerated on the premises.

IN WITNESS WHEREOF, the City by and through its duly authorized officers and Andrew J. Wells have executed this Extended Lease Agreement the day and year first above written.

ATTEST:

Municipal Clerk

ATTEST:

Notary Public

APPROVED:

Commissioner, Department
of Parks, Recreation and
Cultural Affairs

APPROVED AS TO FORM:

Assistant City Attorney

APPROVED AS TO INTENT:

Director, Office of Cultural Affairs

APPROVED AS TO INTENT:

Director, Office of Parks

CITY OF ATLANTA:

Mayor (SEAL)

CARETAKER:

Andrew J. Wells

RECOMMENDED:

Chief Operating Officer

APPROVED:

Chief Procurement Officer
Department of Procurement

APPROVED:

Chief Financial Officer

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Debra F. Harris

Contact Number: (404) 817-6795

Originating Department: Parks, Recreation, and Cultural Affairs

Committee(s) of Purview: Community Development and Human Resources

Chief of Staff Deadline: September 24, 2007

Anticipated Committee Meeting Date(s): October 9, 2007

Anticipated Full Council Date: October 15, 2007

Legislative Counsel's Signature: Terry Grandison 

Commissioner Signature: 

Chief Procurement Officer Signature: _____

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO EXTEND THE TERM OF THE LEASE AGREEMENT WITH ANDREW J. WELLS, AN OFFICE OF PARKS EMPLOYEE FOR A THREE (3) YEAR PERIOD, SO AS TO ALLOW HIM TO CONTINUE TO LIVE IN THE CARETAKER'S HOUSE ON THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS' PROPERTY LOCATED AT 2238 PERKERSON ROAD, S.W., RENT FREE IN EXCHANGE FOR SECURITY AND CARETAKER SERVICES, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, OFFICE OF CULTURAL AFFAIRS; AND FOR OTHER PURPOSES.

Mayor's Staff Only

Received by CPO: _____ (date) Received by LC from CPO: _____ (date)

Received by Mayor's Office: 10-1-07  (date) Reviewed by:  (date)

Submitted to Council: _____ (date)